

Project No:
Project Name: Project Management Services, Abel Street & Midtown
Improvements

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**AMENDMENT TO AGREEMENT
FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 21st day of June 2005, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Swinerton Management & Consulting (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties amended the Agreement to allow CONSULTANT to provide one staff extension and additional professional project coordination, management, and master scheduling services for projects proposed for the improvement of the Midtown, North Main Street, and Abel Street including the library, parking structure on May 18, 2004;

WHEREAS, the parties desire to amend the Agreement to allow CONSULTANT to provide additional professional project coordination, management, and master scheduling services for the DDA's for the KB Development and the Senior Housing Project, and for project 6079 Main Sewage Pump Station Improvements, library site remediation, and to continue with these services on the Abel Street Improvement project.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on **August 31, 2005**.

2. Section 1, entitled "Services" is amended by adding Exhibits "A-2", which are attached hereto and incorporated by reference herein.
3. Section 2, entitled " Compensation " is amended to add Exhibit "B-2", which are attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:

The compensation for the services set forth in Exhibits "A-2" is a "not to exceed" amount. The total maximum amount of compensation to be paid for tasks outlined in Exhibits "B-2" shall be **\$200,000**.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **February 17, 2004**, between **Swinerton Management & Consulting**

and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to content

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk



May 31, 2005
Revised June 7, 2005

Mr. Steve Erickson
City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

Subject: Swinerton Management & Consulting, Inc. Contract Amendment #2

Dear Steve:

The City of Milpitas is seeking to expand Swinerton's professional consulting services for numerous Capital Improvement and Special Projects to incorporate additional program and project management services. This Amendment #2 will amend the (1) original agreement dated February 17, 2004 and (2) subsequent Amendment #1 dated May 18, 2004.

Current Contract and Amendment #1:

Swinerton's original contract included staggered levels of resources with the part-time assignment of personnel to work in two distinct areas: (1) developer-funded (KB Home) share of the Abel Street Improvement project design completed by December 2004 and (2) numerous City CIP projects with multiple funding deadlines of April 2005. The original contract fee anticipated \$120,000 reimbursement from KB Home for the design management of Abel Street Improvements however it excluded any construction phase services for the Abel Street Improvements (at that time) from January 2005 through June 2006. Final EIR approval was delayed until March 2005 and construction start is now slated for August 2005. KB is obligated in their DDA to manage construction of Abel Street improvements from Great Mall Parkway to Corning once the City delivers "Approved for Construction" plans to KB.

Amendment #1 expanded Swinerton's Scope of Services for the period from May 2004 through May 2005 to coincide with the completion date in the original agreement. It included additional project assistant resources, augmentation of staffs to full-time positions, master project schedule & updating services, Constructware implementation with training, an allowance for miscellaneous consultation and small allowance for reimbursable expenses. The added tasks included as needed program management services to coordinate Midtown Special Projects relating to the Specific Plan and new projects in the North Main Street Developments.

Proposed Amendment #2 to provide:

Program Management and Coordination to augment City Staff in the management of procurement, programming, design, coordination of the following tasks and scopes:

1. KB /County Infrastructure Fund; DDA/Special Conditions Tracking for Compliance. Review budgets and reports submitted by KB.
2. Library; Design Management / Coordination with other NMDP
3. Garage East and West, Design Management / Coordination with other NMDP
4. Support negotiations of DDA for County Health Center, Pre-development & site design coordination
5. Support negotiations of DDA for Senior Housing, Pre-development & site design coordination
6. Supplemental Coordination of Consulting Services for Surveying / Parcel Map Services for the Health and Senior Housing sites
7. Supplemental Coordination of Utilities with numerous projects within NMDP
8. Master Construction Management Plan for North Main Development Projects (NMDP) to allow for concurrent construction.

9. Labor Compliance Program (Certified Payroll) for Special Projects/ Redevelopment Projects including staff training
10. Main Sewer Pump Station (#6079); RFP, Design Management & Construction Management
11. Library Site (multiple) Remediation; RFP Project Management, Construction Management
12. Civic Senior Center (#8134); RFP for Programming Services
13. North Main Streetscape Design Management/ Coordination (BKF)
14. North Main Utility Undergrounding (Harris) for Weller / Winsor & North Main St.; Design Management & Coordination with NMDP
15. Apton Development (Private) Coordination of construction with North Main Developments
16. Donovan Development (Private) Coordination of development with future Abel Street improvements
17. Abel Streetscape (#4221) possible construction of improvements between Calaveras and Serra
18. Transit Sub-Area Plan for future BART Station; support infrastructure planning studies
19. Project Labor Agreement for City building projects; develop and coordinate with City Attorney
20. Process for Prequalification of Bidders for City building projects; develop and coordinate with City Attorney
21. Develop New City Standards; Continue to assist City staff in editing of new and updated standard procedures, standard details, consultant and construction contracts, "front-end" specification documents for the future Library and Senior Center building projects.
22. Support web-based project management software; ConstructWare
23. Master Project Schedule and Resource Loading; Swinerton will maintain a Master Project Schedule with Primavera SureTrak, critical path method software, provide schedule maintenance and periodic updating services through duration of these projects
24. Midtown Improvements Coordination (MIC) meeting with City department heads; continue to manage meeting to coordinate all related work in progress for the areas affected by the Midtown Specific Plan. Focus will also include all prospective projects that are under consideration or study by City department to promote efficient and timely information exchange and coordination. Swinerton staff will provide management services to supplement City staff to pursue responses that further the adherence to program budgets and schedules.
25. Processing and tracking project costs and invoices in conjunction with Finance Department.
26. Other tasks as assigned by City.

Program Management Services for the Midtown Special Projects.

Typical scope of services for our program management services may include:

- Establish overall program budget & schedule to provide an integrated budget/ cost and schedule management system to track specific CIP program objectives,
- Maintain schedule and cost management system with regular updates,
- Maintain City's record and document control management system,
- Establish an overall program financial management system for accounting, cost estimating and budgeting, invoicing, cash flow projections and analysis and financial reporting. Coordinate this financial management system with City's Finance functions.
- Coordinate with an integrated, web-based interactive program management software: ConstructWare
- Prepare Request for Proposals or Request for Qualifications process for environmental, geo-technical, design services and other consultants; assist in selection process, prepare standard City contracts for these services and prepare standard ARS forms for Council package,
- Advise City on procurement, phasing of projects and contracting strategies,
- Provide design management,
- Coordinate plan check / constructability review, as well as peer reviews when deemed necessary,
- Manage construction document production,
- Provide bid document review,
- Manage communications with outside consultants and internal City communications,
- Prepare presentation and related documents required for Council action,
- Provide construction management and administration services, and
- Manage project close-out.

Most of the projects require intricate coordination especially during the design phases between now and the middle of 2006. Our approach is to take a leadership role in managing the North Main Development Projects to act as the central point of contact for the numerous City and private projects that will be designed in this concentrated corridor on North Main Street.

Increase current staff

Amendment #2 adds one part-time Project Assistant, one full-time Project Engineer and one full-time Senior Project Manager to support City with all tasks assigned to Special Projects team. They will be brought on, as the work load requires, to join the existing team of full-time Project Manager, full-time Construction Manager/Superintendent and part-time Project Executive over-sight.

- a. Project Assistant to provide clerical and administrative support, data entry into Constructware, in-house document control, including scanning of documents into City's document control system, and budget up-dating, invoice tracking and cost accounting support for City's project management staff;
- b. Project Engineer to provide technical support for our Project Manager, Construction Manager and Senior Project Manager.
- c. Senior Project Manager will provide full-time management of the Swinerton team.

When Amendment #1 was scoped the City had anticipated bring in three new project engineers and additional part-time administrative assistance for the Special Projects team. There was a subsequent reassignment of one senior administrative assistant so the work shifted to the remaining administrative assistant. Currently, City has one project engineer assigned and one administrative assistant assigned to Special Projects. The magnitude of the projects on this list will require a fully supported team to meet the goals and timelines established for these projects.

Reimbursables will remain per original contract with one exception. In lieu of charging the IRS rate of 40.5 cents per mile for business travel, we propose to submit our Chevron fuel charges pro-rated to City of Milpitas projects as a simplified method for business mileage reimbursements as it will save us the bookkeeping requirement for each employee to submit for reimbursement of their travel events.

I hope I accurately captured the scope that you and Greg Armendariz requested. Thank you very much for asking us to supplement our services to the City of Milpitas.

Very truly yours,
SWINERTON MANAGEMENT & CONSULTING, INC.

By:

Dennis Y. Wong
Project Executive

cc: Greg Armendariz,
Mark Rogge

encl. North Main Street Project Schedule

Exhibit B

Cost for these services is not to exceed \$200,000